

RENTAL SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into this 18 MAY 2019 day of _____, 2019 at Pasay City, Philippines by and between:

OVERSEAS WORKERS AND WELFARE ADMINISTRATION, a government agency duly organize/d and existing under Philippine laws, with principal business address at OWWA Center Bldg., F.B. Harrison St. corner 7th St., Pasay City, duly represented in this act by its Administrator, **HON. HANS LEO J. CACDAC** hereinafter referred to as the "**CLIENT**";

-and-

The **PHOTOPRO TRADING AND GENERAL MERCHANDISE CO.**, a duly organized and existing under and by virtue of the laws of the Philippines with principal address at 27B Kamias Road, Brgy. Pinyahan, Quezon City represented herein by its Manager, **Mr. RONNEL M. REYES**, hereinafter called "**OWNER**".

WITNESSETH: That-

WHEREAS, **OWWA** is in need of a supplier to provide for the rental of Sixteen (16) units heavy duty monochrome photocopying machines and Three (3) units Color Copying Machine at OWWA Center Building at the above-mentioned address and has awarded this contract to the **OWNER** being the lowest offered cost per copy as reflected in the abstract of canvass to provide the same to the **OWWA**, subject to the terms and conditions contained therein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree to enter into this **CONTRACT** (hereinafter referred as the "**CONTRACT**") as follows:

1. RENTAL SERVICE CHARGES

The OWWA obligates and binds to pay the OWNER rental service charges as follows:

Straight Rate

B/W Copies Rate : Php 0.495 cents per black copy

Color Copies Rate : Php 7.000 cents per color copy

No Minimum Copy Volume Requirement per month for the

Sixteen (16) units heavy duty monochrome photocopying units & Three (3) units heavy duty color photocopying units

The OWNER shall supply 16 units RICOH MP2851/2852 heavy duty monochrome photocopying and 3 units RICOH MPC 2051 heavy duty color photocopying units

2. CALCULATION OF CHARGES

- Rental services Charges are computed from the date of Installation and acceptance of the photocopying machine as evidenced by the Delivery Receipt Form signed by the OWWA upon installation and acceptance with all the necessary consumables and accessories.
- The OWWA's and OWNER's representatives shall in each month on the date of closing shown on the meter reading card, enter the meter reading for the month in the card and certify thereunto.
- Unit Copy Charge is based on the number of net copies reported monthly on the meter reading card.

3. OWWA will be allowed copy spoilage of 1% percent of gross copies per month.

4. **PAYMENT OF ACCOUNT**

All account shall be payable monthly to the OWNER, within 15 days from the OWWA's receipt of the invoice as indicated therein. Acknowledgement of the receipt of consumables by the OWWA's authorized representative is sufficient to establish OWNER's claim in place of the OWWA's Purchase Order.

5. Upon termination of this RENTAL SERVICE AGREEMENT, all unpaid obligation of the OWWA to the OWNER shall thereupon become immediately due and demandable. It is expressly agreed herein that all actions arising out of this agreement or in connection with the chattel made subject thereof may, at the option of the OWNER, be brought in and submitted to the jurisdiction of the proper courts in the City of Pasay.

6. The photocopying machines including all its accessories shall remain the property of the OWNER and OWWA undertakes not to claim ownership thereof or title thereto. The OWWA shall not make any alterations on the machine/s, nor sell, dispose, transfer, rent, pledge or mortgage, execute or otherwise deal with the machine in any way which may be prejudicial to the right of the OWNER. In case of any violation by the third party of property rights of the OWNER, the machine/s remain the property of the OWNER, regardless of any reason thereof, such as execution, provisional attachment, and provisional disposition of the copier/s in that event, the OWWA shall immediately inform the OWNER and OWWA shall then be subject to the instructions of the OWNER.

7. **MAINTENANCE SERVICES**

- a. The OWNER will make inspections and adjustments as required keeping the machine/s in good working order.
 - b. Replacement parts for the machine/s shall be supplied and repairs effected by the OWNER without charge.
 - c. Servicing shall be done from 7:00 am to 7:00 pm, Mondays to Fridays and 7:00 am to 5:00 pm on other days.
 - d. There will be a two (2) reserved black toner for the 16 units monochrome machines and one (1) reserved black toner for the 3 units color copy machines.
8. OWNER will train the OWWA's personnel who will be assigned to operate the machine/s free of charge.
9. The machines shall be installed at a place approved by the OWNER and the OWWA, and when relocating the machine, OWWA shall communicate beforehand with the OWNER who shall carry out the relocation; all expenses for such relocation shall be borne out and paid for by OWWA. Should OWWA opt to transport the machine themselves, it is understood that OWWA shall be liable for the damage or loss of the machine including the parts, consumables and accessories therein.
10. OWWA shall take care of the machine/s and shall not allow unauthorized persons to operate it.
11. The OWNER shall assist in the networking (LAN) connections of the machines as may be required by OWWA.

12. This agreement shall commence upon installation of said equipment at the location set forth by the USER, and shall be for the term of nine (9) months. Any renewal or extension shall be by mutual consent of the parties.
13. The PARTIES may terminate this agreement upon 30 days prior notice, in the following cases:
- a. When OWWA fails or delays payment as provided for in Clause 4 hereof.
 - b. When any of the PARTIES violates any provision of this agreement.

Upon cancellation or termination of this RENTAL SERVICE AGREEMENT as herein provided, the USER shall allow return of the machine/s and its accessories to the OWNER immediately without need of demand from the OWNER.

14. The OWNER shall pay taxes in full and on time and that failure to do so will entitle OWWA to suspend payments due to the OWNER.
15. If any condition or provision of this agreement is held invalid or declared to be contrary to law, the validity of the other conditions or provisions shall not be affected thereby.
16. OWNER reserves the right to assign and/or discount with any financial institution its receivables under this contract without prejudice to the right of the OWWA.

IN WITNESS, HEREOF, the PARTIES, hereto, set their hands on this _____ day of _____, 2019 at Pasay City.

OVERSEAS WORKERS
WELFARE ADMINISTRATION

By:


HANS LEO J. CAGDAC
Administrator

PHOTOPRO TRADING AND
GENERAL MERCHANDISE CO.

By:


RONNEL M. REYES
Manager

Signed in the Presence of:


GERARDO S. GATCHALIAN
Witness


GILBERT GAMUDOT
Witness

CERTIFIED FUNDS AVAILABLE:


KAREN JOY B. PADDUYAO
OIC, Accounting Division
PUS # 201904664

ACKNOWLEDGEMENT

Republic of the Philippines)

City of QUEZON CITY) S.S.

BEFORE ME, a Notary Public for In the City of QUEZON CITY this 18 MAY 2019 day of _____, 2016 personally appeared, **Administrator HANS LEO J. CACDAC** representing **Overseas Workers Welfare Administration** with Residence Certificate No. _____ issued on _____ at _____ and **Mr. RONNEL M. REYES**, representing **Photopro Trading and General Merchandise Co.**, with Residence Certificate No. _____ issued on _____ at _____, known to me to be same persons who executed this foregoing instrument and that they acknowledge to me that the same is their own free act and voluntary deed as well as the free act and purposes therein set forth.

This instrument, consisting of four (4) pages including the page on which this acknowledgement is written, refers to an Agreement signed by the parties and their instrumental witness at page 4 and on the left hand margin of each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at _____, Philippines, this 18 MAY 2019 day of _____, 2019.

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Series of 2019

MR. MICHAEL P. GUZMAN
Notary Public for the Philippines
Until Dec. 31, 2019
PTR No. _____ Quezon City
MCLE _____ on Dec. 31, 2019
IBP _____ Quezon City
Admin. No. _____ No. 32720
118A Luna St., 2nd Floor, Quezon City